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Committee	Facilities
Introduction Date	10-9-2013
Enactment Number	13-2127
Enactment Date	10/9/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations VZH
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 9, 2013

Subject Amendment No. 4, Purchase and Installation Contract - MB Contract Furniture
- La Escuelita Educational Center Project

Action Requested Approval by the Board of Education of Amendment No. 4, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$1,633.70 increasing previous contract amount from \$316,635.43 to a not to exceed amount of \$318,269.13 and revising the end date from April 25, 2013 through June 30, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The teachers at La Escuelita requested additional tackboard surfaces to hand educational learning material.

Local Business Participation Percentage 00.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the



planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 4, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$1,633.70 increasing previous contract amount from \$316,635.43 to a not to exceed amount of \$318,269.13 and revising the end date from April 25, 2013 through June 30, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Purchase and Installation Contract including scope of work
- Certificate Insurance
- Attachment A



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 4 TO PURCHASE AND DELIVERY CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **MB Contract Furniture**. OUSD entered into an Agreement with CONTRACTOR for services on **April 25, 2012**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the contract is for the vendor to remove thirty-eight (38) tackboards and rehand tackboards adding hardware mounts to each board. Vendor to relocate two tackboards from Computer Lab to Kindergarten classroom. Costs include new hardware only and patch and paint to relocate the two (2) tackboards.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>6 months</u>, and the amended expiration date is <u>December 21, 2013</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$1,633.70</u> to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>Three hundred and eighteen thousand, two hundred sixty-nine dollars and thirteen cents (\$318,269.13)</u></p>		

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

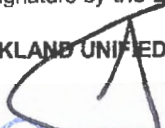
5. Amendment History:

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-10-2012	The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.	\$8,609.00
2	2-27-2013	The scope of the project is to provide additional furnishing for KDOL.	\$8,762.59
3	3-17-2013	Provide furnisher for the first phase of the move to MetWest	\$13,340.51

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

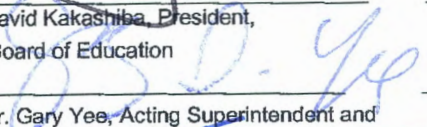
OAKLAND UNIFIED SCHOOL DISTRICT



David Kakashiba, President,
Board of Education

Date

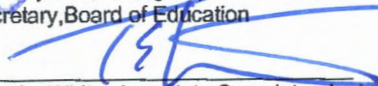
10/10/13



Dr. Gary Yee, Acting Superintendent and
Secretary, Board of Education

Date

10/10/13

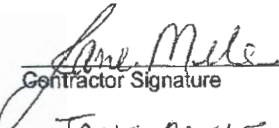


Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

9/19/13

CONTRACTOR



Contractor Signature

Date

8-28-2013

JANE MELE, PRINCIPAL

Print Name, Title

EXHIBIT "A" Scope of Work**Contractor Name: MB Contract Furniture****Billing Rate: One thousand, six hundred thirty-three dollars and seventy cents (\$1,633.70)****1. Description of Services to be Provided**

The scope of the contract is for the vendor to remove thirty-eight (38) tackboards and rehang tackboards adding hardware mounts to each board. Vendor to relocate two tackboards from Computer Lab to Kindergarten classroom. Costs include new hardware only and patch and paint to relocate the two (2) tackboards.

2. Specific Outcomes:

Create equitable opportunities for learning.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

**CONTRACTFURNITURE**

Creating Comfortable Workplaces

6210 Goodyear Road, Benicia, CA 94510 - 800.395.9004 - Fax 707.751.2419

Quote Agreement

Quote #: MBQTE15629

Revision 3

Job Name: Tackbaord Remount**Date:** 08-12-2013**EXHIBIT A****Job #:** MBJOB14748**BILL TO ADDRESS**

Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606
Attn: Accounts Payable

JOB LOCATION

Oakland Unified School District
1050 2nd Avenue
Oakland, CA 94606
Attn: Saya Nhim

QUOTE IS FOR: Remove (38) tackboards, and rehang tackboards adding mounts to each board

Dear Saya Nhim,

As quoted below, installation would take place during normal working hours. After hour installation would be at overtime rates. Prices in this quote are valid for 30 days.

To place this order, please review and verify all attached product lists, specifications, and drawings thoroughly, then either sign and return all pages of this quote or send us an itemized purchase order from your organization. Once a signed quote or purchase order has been received, orders are not subject to change or cancellation.

We will contact you prior to scheduling your project.

Thank you for considering us. We look forward to a successful project.

Sincerely,

Jane Mele

Payment Terms: Net 30 Days**CUSTOMER APPROVAL**

Print Name:

Signature:

Date:

QUOTE SUMMARY

Product Total	\$0.00	Product Tax	\$0.00
Service Total	\$1,505.00	Service Tax	\$128.70
Subtotal	\$1,505.00	Subtotal (9%)	\$128.70

QUOTE TOTAL \$1,633.70



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co.
3697 Mt. Diablo Blvd., Suite 300
Lafayette, CA 94549

www.ajg.com

0726293

INSURED
M. B. CONTRACT FURNITURE, INC.
6210 GOODYEAR RD.
BENICIA, CA 94510
ID #599465

CONTACT NAME:

PHONE (A/C, No, Ext): 925-299-1112

FAX (A/C, No): 925-299-0328

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : Golden Eagle Insurance Corp

10836

INSURER B : Companion Property & Casualty

12157

INSURER C : Peerless Insurance Company

24198

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 14368566

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liability <input type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CBP1072989	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1072990	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000		CU8920181	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		CPCA16305	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: La Escuelita Educational Center Project 07047-3. Those usual and customary to insured's operations. Oakland Unified School District and its directors, officers, employees, and agents are included as Additional Insured as respects General Liability per attached form GECG 970 (01/11).

Written contract required.

CERTIFICATE HOLDER

Oakland Unified School District
Division of Facilities, Planning & Management
955 High St.
Oakland CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Endrina

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ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY GOLD ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

- 2.g. 2) a watercraft you do not own that is:
 - a) less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay “product recall notification expenses” incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in “bodily injury” or “property damage”; and
- b. The “product recall notification expenses” are incurred and reported to us during the policy period.

The most we will pay for “product recall notification expenses” during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit” including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the entity, or “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2. is amended to include:

The General Aggregate Limit of Insurance applies separately to each “location” owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of “property damage” to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000 or
- b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the “occurrence”, offense, claim, or “suit”. Knowledge of an “occurrence”, offense, claim or “suit” by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the “occurrence” or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the “occurrence”, offense, claim or “suit”.

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23. and 24. are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision **A.** does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization specifically designated an additional insured for ongoing operations by a separate ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy

B. PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

Condition **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written "construction contract" to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

For the purposes of this endorsement, "construction contract" means a written contract or written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease agreement, or a permit issued by a state, county, municipality or other governmental authority.

b. The following is added to paragraph **b. Excess Insurance**:

- (3) Except as specified in paragraph a., above, any other insurance in which a party who is an additional insured hereunder is designated as a Named Insured.

Regardless of the terms of any written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured.

AMENDMENT TO PURCHASE AND INSTALLATION ROUTING FORM

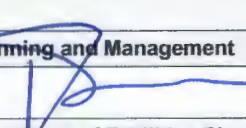

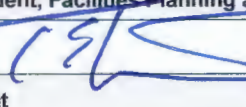
Project Information			
Project Name	La Escuelita Educational Center	Site	La Escuelita Educational Center
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele				
OUSD Vendor ID #	V0559075	Title	Project Manager				
Street Address	6210 Goodyear Road	City	Benicia	State	CA	Zip	94510
Telephone	925-381-8971	Policy Expires	10-1-2013				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	07047-3						

Term			
Date Work Will Begin	4-27-2012	Date Work Will End By (not more than 5 years from start date)	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$318,269.13
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,633.70
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	1219003835	6432	\$1,633.70

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
		Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature 	Date Approved	9/18/13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	7-20-13	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature 	Date Approved	9/19	
	Deputy Superintendent			
4.	Signature			
	Date Approved			
	President, Board of Education			
5.	Signature			
	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	13-0531
Committee	Facilities
Introduction Date	3-27-2013
Enactment Number	13-0589
Enactment Date	3/27/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date March 27, 2013

Subject Amendment No. 3, Purchase and Installation Contract - MB Contract Furniture - La Escuelita Educational Center Project

Action Requested Approval by the Board of Education of Amendment No. 3, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$13,340.51 increasing previous contract amount from \$303,294.92 to a not to exceed amount of \$316,635.43. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board of Education voted to support the replacement of the existing La Escuelita, Met West High School, and two Child Development Centers within a new multi-block complex. This contract provides for the first phase.

Local Business Participation Percentage 17.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 3, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$13,340.51 increasing previous contract amount from \$303,294.92 to a not to exceed amount of \$316,635.43. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure A

Attachments

- Purchase and Installation Contract including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

File ID Number: 13-0531
Introduction Date: 3/27/13
Enactment Number: 13-0589
Enactment Date: 3/27/13
By: DA

AMENDMENT NO. 3 TO PURCHASE AND DELIVERY CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **MB Contract Furniture**. OUSD entered into an Agreement with CONTRACTOR for services on April 25, 2012, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the contract is for the vendor to deliver and install freestanding work surfaces for KDOL.</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$13,340.51 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <u>Three hundred and sixteen thousand, three hundred forty dollars and fifty-one cents (\$316,635.43)</u>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-10-2012	The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.	\$8,609.00
2	2-27-2013	The scope of the project is to provide additional furnishing for KDOL.	\$8,762.59

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President, Board of Education 3/28/13
Date

Edgar Rakestraw, Jr., Secretary 3/28/13
Board of Education Date

Timothy White, Associate Superintendent 3/28/13
Facilities, Planning and Management Date

CONTRACTOR

Jane Mele
Contractor Signature

JANE MELE, PRINCIPAL
Print Name, Title

2-27-13
Date

EXHIBIT "A" Scope of Work**Contractor Name: MB Contract Furniture****Billing Rate: Thirteen thousand, three hundred forty dollars and fifty-one cents (\$13,340.51)****1. Description of Services to be Provided**

The scope of the contract is to provide additional furnishing for the delivery and installation of work surfaces for KDOL.

2. Specific Outcomes:

Create equitable opportunities for learning.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplis/search.do.

Susie Butler-Berkley
Susie Butler-Berkley
Contract Analyst

**CONTRACT**

4210 Goodyear Road, Service, CA 94510 • 800 395.9004 • Fax 707.751.2419

EXHIBIT A**Quote Agreement**Quote #: MBQTE14138
Revision 1**Job Name:** KDOL**Date:** 01-24-2013**Job #:** MBJOB13367**BILL TO ADDRESS**Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606
Attn: Accounts Payable**JOB LOCATION**Oakland Unified School District
955 High Street
Oakland, CA 94606
Attn: Saya Nhim**QUOTE IS FOR:** Deliver and install freestanding worksurfaces for KDOL

Dear Saya Nhim,

Product specifications are based on the attached drawings. As quoted below, delivery and installation are an additional cost and would take place during normal working hours. After hours would be at overtime rates. All product is subject to manufacturer's lead-time and availability at the time of order. Product held in waiting by MB Contract Furniture for more than 30 days is subject to warehouse storage charges. Prices in this quote are valid for 30 days.

Quote is based on area free and clear, straight time and use of the elevator.

Please note that all drawings are the property of MB Contract Furniture and under no condition are they to be used for construction or shared with any organization for any reason without the prior written approval of MB Contract Furniture.

Not included in this quote are the services to be provided by you. Those services may include electrical, voice and data cabling, permits, packing and removal of personal belongings, or moving of existing furniture.

To place this order, please review and verify all attached product lists, specifications, and drawings thoroughly, then either sign and return all pages of this quote or send us an itemized purchase order from your organization. Once a signed quote or purchase order has been received, orders are not subject to change or cancellation.

We will contact you prior to scheduling your project.

Thank you for your consideration and support of MB Contract Furniture. We look forward to a successful project.

Sincerely,

Jane Mele

Payment Terms: Net 30 Days

CUSTOMER APPROVAL	
Print Name:	
Signature:	Date:

QUOTE SUMMARY			
Product Total	\$10,239.00	Product Tax	\$921.51
Service Total	\$2,000.00	Service Tax	\$180.00
Subtotal	\$12,239.00	Subtotal (9%)	\$1,101.51
QUOTE TOTAL \$13,340.51			



CONTRACT FIRM

3210 Quail Court, Benicia, CA 94510 925 295 2104 Fax 925 2419

Products Quoted

LINE ITEMS (1)

Page 1

PRODUCT SUBTOTAL \$10,239.00

QUOTE NO: MBQTE14138

ACCOUNT NAME: Oakland Unified School District

QUOTE DATE: Jan 24, 2013

JOB NO: MBJOB13367

JOB STATUS: 02-Awaiting Approval

JOB NAME: KDOL

ITEM #	MODEL #	VENDOR	QTY	PRICE	LINE TOTAL
MBSKU51266	Custom Freestanding	Action Laminates	1	\$10,239.00	\$10,239.00

Action Laminates quote # 15350

Client Signature: _____ Date: _____

Board Office Use: Legislative File Info.	
File ID Number	13-0338
Committee	Facilities
Introduction Date	2-27-2013
Enactment Number	13-0434
Enactment Date	2-27-13 <i>if</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

117171

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 27, 2013

Subject Amendment No. 2, Purchase and Installation Contract - MB Contract Furniture
- La Escuelita Educational Center Project

Action Requested Approval by the Board of Education of Amendment No. 2, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$8,762.59 increasing previous contract amount from \$294,551.51 to a not to exceed amount of \$303,314.10 and revising the end date from April 27, 2012 through December 31, 2012 to June 30, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board of Education voted to support the replacement of the existing La Escuelita, Met West High School, and two Child Development Centers within a new multi-block complex. This contract provides for the first phase.

Local Business Participation Percentage 17.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



OAKLAND UNIFIED SCHOOL DISTRICT

BE A PART OF THE SOLUTION

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 2, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$8,762.59 increasing previous contract amount from \$294,551.51 to a not to exceed amount of \$303,314.10 and revising the end date from April 27, 2012 through December 31, 2012 to June 30, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure A

Attachments

- Purchase and Installation Contract including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 2 TO PURCHASE AND DELIVERY CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **MB Contract Furniture**. OUSD entered into an Agreement with CONTRACTOR for services on April 25, 2012, and the parties agree to amend that Agreement as follows:

1. Services: <input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the contract is provide additional furnishing for the La Escuelita Educational Center.</u>	
2. Terms (duration): <input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional <u>Six (6) months</u> , and the amended expiration date is <u>June 30, 2013</u> .	
3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$8,762.59 to original contract amount <input type="checkbox"/> Decrease of \$_____ to original contract amount and the new contract total is <u>Three hundred and three thousand, three hundred fourteen dollars and ten cents (\$303,314.10)</u>	

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-10-2012	The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.	\$8,809.00

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakeshiba, President,
Board of Education

Edgar Rekestraw, Jr., Secretary
Board of Education

Timothy White, Associate Superintendent
Facilities, Planning and Management

2/28/13
Date

2/28/13
Date

Date

CONTRACTOR

Contractor Signature

Print Name, Title

Date

File ID Number: 13-0338
 Introduction Date: 2-27-13
 Enactment Number: 13-0434
 Enactment Date: 2-27-13
 By: if

EXHIBIT "A" Scope of Work**Contractor Name:** MB Contract Furniture**Billing Rate:** Eight thousand, seven hundred sixty-two dollars and fifty-nine cents (\$8,762.59)**1. Description of Services to be Provided**

The scope of the contract is to provide additional furnishing for the La Escuelita Educational Center.

2. Specific Outcomes:

Create equitable opportunities for learning.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplis/search.do.


Susie Butler-Berkley
Contract Analyst

**CONTRACT**4210 Grandview Road, Berkeley, CA 94710 800.296.9024 Fax 707.731.2419

Quote Agreement

Quote #: MBQTE13954
Revision 2

Job Name: Addendum 2

Date: 01-24-2013

EXHIBIT A

Job #: MBJOB13166

BILL TO ADDRESSOakland Unified School District
1025 2nd Avenue
Oakland, CA 94606
Attn: Accounts Payable**JOB LOCATION**Oakland Unified School District
955 High Street
Oakland, CA 94606
Attn:**QUOTE IS FOR:** *Provide additional misc items per clients request.*

Dear Al Anderson,

Revised quote based on state tax change as of January 1, 2013.

Product specifications are based on the attached specifications. As quoted below, delivery and installation is an additional cost and would take place during normal working hours. After hours would be at overtime rates. All product is subject to manufacturer's lead-time and availability at the time of order. Product held in waiting by MB Contract Furniture for more than 30 days is subject to warehouse storage charges. Prices in this quote are valid for 15 days.

Not included in this quote are the services to be provided by you. Those services may include electrical hardwiring of panels, voice and data cabling, permits, packing and removal of personal belongings, or moving of existing furniture.

To place this order, please review and verify all attached product lists, specifications, and drawings thoroughly, then either sign and return all pages of this quote or send us an itemized purchase order from your organization. Once a signed quote or purchase order has been received, orders are not subject to change or cancellation.

We will contact you prior to scheduling your project.

Thank you for your consideration and support of MB Contract Furniture. We look forward to a successful project.

Sincerely,

Jane Mele

Payment Terms: Net 30 Days**CUSTOMER APPROVAL**

Print Name: _____

Signature: _____

Date: _____

QUOTE SUMMARY

Product Total	\$6,407.10	Product Tax	\$576.64
Service Total	\$1,665.00	Service Tax	\$113.85
Subtotal	\$8,072.10	Subtotal (9%)	\$690.49

QUOTE TOTAL \$8,762.59

**CONTRACT**

6216 Goodyear Road, Berkeley, CA 94710 • 800.293.9004 Fax 707.781.2419

Products Quoted

LINE ITEMS (20)

Page 1

PRODUCT SUBTOTAL \$6,407.10

QUOTE NO: MBQTE13954

ACCOUNT NAME: Oakland Unified School District

QUOTE DATE: Jan 24, 2013

JOB NO: MBJOB13166

JOB STATUS: 02-Awaiting Approval

JOB NAME: Addendum 2

ITEM #	MODEL #	VENDOR	QTY	PRICE	LINE TOTAL
MBSKU50941	MAS5	Claridge Products and Equipment	1	\$124.15	\$124.15
Mira manual projection screen Room: 142 5' x 5'					
MBSKU50942	PL2436M	Claridge Products and Equipment	1	\$188.50	\$188.50
Monthly whiteboard Room: Main office Frame: Aluminum 2' x 3'					
MBSKU50943	844D	Claridge Products and Equipment	1	\$148.20	\$148.20
Tackboard with aluminum frame Room: 142 Fabric: Standard designer TBD 4' x 4'					
MBSKU50945	LCS2044R	Claridge Products and Equipment	2	\$292.50	\$585.00
Marker board with aluminum frame Room: 142 & 233 4' x 4'					
MBSKU51428	852D	Claridge Products and Equipment	1	\$200.85	\$200.85
Tackboard with aluminum frame. Cut to 66"w Room: 142 Fabric: Standard designer TBD 4' x 6'					
MBSKU48374	FLF-2-36-MET	Friant and Associates, LLC.	2	\$278.44	\$556.88
2 Drawer lateral file Room 241 Finish: LT 36w x 20d					
MBSKU48375	FLFCW-36	Friant and Associates, LLC.	4		
Lateral file counter balance weight Room: 241 36					
MBSKU48376	FFB	Friant and Associates, LLC.	4		
Front to back rails Room: 241					
MBSKU48377	FPED.BBF-MOB-	Friant and Associates, LLC.	2	\$153.11	\$306.22
Mobile pedestal Box/Box/File Room: 241 Finish: DT 22d x 15w x 27h					

ITEM #	MODEL #	VENDOR	QTY	PRICE	LINE TOTAL
MBSKU50940	M-ESP20BM-R	Maxon Furniture, Inc.	5	\$270.90	\$1,354.50
Mobile B/B/F pedestal Room: Main office & Principal Finish: MPT3 Muslin 28h x 20d x 15w					
MBSKU50953	MOD4	MBCF Inventory	1	\$67.26	\$67.26
Set of 6 tack strips with magnetic back Room: 233 48"w					
MBSKU50938	7751GR	Safco	3	\$333.75	\$1,001.25
20 Sorter compartments Room: Main office 60w x 13d x 14-1/4h					
MBSKU50939	7750GR	Safco	1	\$210.00	\$210.00
Table top Room: Main office 60w x 30d					
MBSKU51425	7749GR	Safco	1	\$487.50	\$487.50
Base table with shelf Room: Main office 60w x 30d					
MBSKU50952	RTFXT1848-GL-NN	Trendway	2	\$236.46	\$472.92
Rectangular table Room: Main office Top: Standard TBD Frame: Standard TBD 18d x 48w					
MBSKU50823	ALE-BCR33636MC	United Stationers	1	\$164.73	\$164.73
3 Shelf bookcase Room: 233 Medium Cherry 36w x 36h x 11-1/2d					
MBSKU50824	HON-S60ABCQ	United Stationers	1	\$211.65	\$211.65
Metal 4 Shelf bookcase Room: 238 Lt Gray 34-1/2w x 59h x 13d					
MBSKU50825	SAF-4228BL	United Stationers	1	\$55.99	\$55.99
Over the door double coat hook Room: Principal					
MBSKU50833	Freight In	United Stationers	1	\$45.00	\$45.00
MBSKU50937	ALE-BCS67224-MY	United Stationers	1	\$226.50	\$226.50
6 Shelf bookcase Room: Principal TBD 24w x 72h					

Client Signature: _____ Date: _____



OAKLAND UNIFIED
SCHOOL DISTRICT

Cor Schools, Thrive

AMENDMENT TO PURCHASE AND INSTALLATION ROUTING FORM

Project Information			
Project Name	La Escuelita Educational Center	Site	La Escuelita Educational Center
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele
OUSD Vendor ID #	V0559075	Title	Project Manager
Street Address	6210 Goodyear Road	City	Benicia State CA Zip 94510
Telephone	925-381-8971	Policy Expires	10-1-2013
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07047-3		

Term			
Date Work Will Begin	4-27-2012	Date Work Will End By (not more than 5 years from start date)	6-30-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$303,314.10
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,762.59
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition				
Resource #	Funding Source	Org Key	Object Code	Amount
9099	Measure A	1219003821	6432	\$8,762.59

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved 1-30-13
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved 1-31-13
3.	Associate Superintendent, Facilities Planning and Management		Signature	Date Approved
4.	President, Board of Education		Signature	Date Approved

Board Office Use: Legislative File Info.	
File ID Number	12-2021
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-26-12
Enactment Date	10/10/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 10, 2012

Subject Amendment No. 1, Purchase and Delivery Contract MB Contract Furniture- La Escuelita Educational Complex Project

Action Requested Approval by the Board of Education of Amendment No.1, Purchase and Delivery Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$8,609.44 increasing previous contract amount from \$285,942.07 to a not to exceed amount of \$294,551.51. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board of Education voted to support the replacement of the existing La Escuelita School, MetWest High School and two Child Development Centers within a new multi-block complex. This contract provides furnishings for the first phase of the project.

Local Business Participation Percentage 17.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

File ID Number: 12-2651
Introduction Date: 10/10/12
Enactment Number: 12-2650
Enactment Date: 10/10/12
By: OK

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and MB Contract Furniture. OUSD entered into an Agreement with CONTRACTOR for services on April 27, 2012, and the parties agree to amend that Agreement as follows:

1. Services: <input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.</u>	
2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . <input type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.	
3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$8,609.00 to original contract amount <input type="checkbox"/> Decrease of \$_____ to original contract amount and the new contract total is Two hundred ninety-four thousand, five hundred fifty-one dollars and fifty-one cents (\$294,551.51)	

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London
Jody London, President, Board of Education

Edgar R. Restraw, Jr.
Edgar R. Restraw, Jr., Secretary
Board of Education

Timothy White
Timothy White, Associate Superintendent
Facilities, Planning and Management

10/10/12
Date

10/10/12
Date
Date

Date

CONTRACTOR

Jane Mele
Contractor Signature
10-25-12
Date

JANE MELE, PRINCIPAL
Print Name, Title



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No.1, Purchase and Delivery Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$8,609.44 increasing previous contract amount from \$285,942.07 to a not to exceed amount of \$294,551.51. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work

EXHIBIT "A" Scope of Work**Contractor Name:****Billing Rate:** Eight thousand, six hundred nine dollars and forty-four cents (\$8,609.44)


1. **Description of Services to be Provided**
Provide additional furnishing for the La Escuelita Center for specific classrooms.
2. **Specific Outcomes:**
The furnishing will complete the new building by providing excellence in the decoration of the classrooms.
3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epis.gov/epis/search.do.

Susie Butler-Berkley
Contract Analyst

Amendment 1

 CONTRACTFURNITURE <i>Creating Comfortable Workplaces</i>										
6210 Goodyear Road Benicia, CA 94610 www.mbcf.com										
800-395-9004 toll free 707-761-6610 main 707-761-2419 fax										
					1A	1B	1C			
Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line	Discount off retail price	Oakland Supplier
C-3	3,4 Grade chair	Smith Systems	11848	8	\$ 37.22	\$ 297.78	\$ 26.06	\$ 323.83	65%	
C-7	Teacher chair	Smith Systems	XL035F_P	4	\$ 172.92	\$ 691.69	\$ 60.52	\$ 752.21	58%	
D-2	1 - 5 Table desk	Smith Systems	1288	4	\$ 133.00	\$ 532.00	\$ 46.55	\$ 578.55	NA	
D-2	1 - 5 Table desk	Smith Systems	17190	8	\$ 23.72	\$ 189.78	\$ 16.61	\$ 206.38	NA	
D-5	Teachers desk	Smith Systems	26453, 19173, 17342	2	\$ 529.78	\$ 1,059.56	\$ 92.71	\$ 1,152.27	56%	
T-5	Kidney table	Smith Systems	25665	2	\$ 323.17	\$ 646.33	\$ 56.55	\$ 702.89	61%	
S-1	Bookshelf	Aurora		19	\$ 84.58	\$ 1,606.97	\$ 140.61	\$ 1,747.58	55%	
F-2	Lateral file cabinet	Friant		4	\$ 278.44	\$ 1,113.78	\$ 97.46	\$ 1,211.23	78%	Yes
1G	Total					\$ 6,137.88	\$ 537.06	\$ 6,674.94		

**CONTRACTFURNITURE**Creating Comfortable Workpieces
6310 Goodwood Road, Berkeley, CA 94710 800.395.9004 Fax 707.751.2419**Products Sold**

QUOTE NO: MBQTE13693	ACCOUNT NAME: Oakland Unified School District
INVOICE DATE: Aug 31, 2012	JOB NO: MBJOB12386
PRODUCT TOTAL: \$6,137.88	JOB NAME: FF&E Project Phase 1

SKU #	Model No.	Manufacturer	Qty	Price	Total
Line # 1					
MBSKU50123	12 X 36 X 29.75	Aurora c/o Richards-Wilcox	19	\$84.58	\$1,607.02
S-1					
Line # 2					
MBSKU48374	FLF-2-36-MET	Friant and Associates, LLC.	4	\$278.44	\$1,113.76
2 Drawer lateral file					
F-2					
Finish: LT					
36w x 20d					
Line # 3					
MBSKU48284	11848	Smith System, Inc.	8	\$37.22	\$297.76
Flavors 16" stack chair					
C-3 & C-5					
Line # 4					
MBSKU48288	XL035F*P*	Smith System, Inc.	4	\$172.92	\$691.68
UXL Adjustable chair w/casters (fabric seat)					
C-7					
Line # 5					
MBSKU48295	17190	Smith System, Inc.	8	\$23.72	\$189.76
Steel box					
D-2 & D-3					
15x20x4					
Line # 6					
MBSKU48296	01288	Smith System, Inc.	4	\$133.00	\$532.00
Planner student desk					
D-2 & D-3					
24x54x22-32h					
Line # 7					
MBSKU48298	26453	Smith System, Inc.	2	\$529.78	\$1,059.56
Acrobat work station					
D-5					
30x60					
Line # 8					
MBSKU48304	25665	Smith System, Inc.	2	\$323.17	\$646.34
Kidney planner activity table					
T-5					
48x72 24-34h					

Quote Service SummaryQuote # **MBQTE13693****Oakland Unified School District**

Quote Date: 9/10/2012

Job Name: FF&E Project Phase 1

Job# MBJOB12386

CATEGORY OF SERVICE PROVIDED	CAT SELL	TOTAL TAX	TOTAL
Standard Time			
8/17 Install (2) doggie doors	\$265.00	\$0.00	\$265.00
8/21 Assist Tony Library Shelving & misc classroom moves	\$424.00	\$0.00	\$424.00
8/21 Tony to bolt Libraby shelving and misc classroom moves	\$424.00	\$0.00	\$424.00
8/27 Art to assist Tony and add shelving in Room A234 & A235	\$238.50	\$0.00	\$238.50
8/27 Tony to add shelving in Room A234 & A235	\$424.00	\$0.00	\$424.00
Install (3) adj aisle ties for library shelving, Add three more shelves	\$159.00	\$0.00	\$159.00
Total For ST			\$1,934.50
Quote Totals	\$1,934.50	\$0.00	\$1,934.50

Client Signature: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Arthur J. Gallagher & Co.**
3697 Mt. Diablo Blvd., Suite 300
Lafayette, CA 94549

CONTACT NAME:

PHONE (A/C, No., Ext): 925-299-1112

FAX (A/C, No): 925-299-0328

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Golden Eagle Insurance Corp

10836

INSURER B: Companion Property & Casualty

12157

INSURER C: Peerless Insurance Company

24198

INSURER D:

INSURER E:

INSURER F:

www.ajg.com

0726293

INSURED
M. B. CONTRACT FURNITURE, INC.
6210 GOODYEAR RD.
BENICIA, CA 94510
ID #599465

COVERAGES

CERTIFICATE NUMBER: 14368566

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liability <input type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CBP1072989	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1072990	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000		CUB920181	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	CPCA16305	10/1/2012	10/1/2013	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: La Escuela Educativa Center Project 07047-3. Those usual and customary to insured's operations. Oakland Unified School District and its directors, officers, employees, and agents are included as Additional Insured as respects General Liability per attached form GECG 970 (01/11).

Written contract required.

CERTIFICATE HOLDER

Oakland Unified School District
Division of Facilities, Planning & Management
955 High St.
Oakland CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Endrine

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ACORD 25 (2010/05)

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M. B. CONTRACT FURNITURE, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL LIABILITY GOLD ENDORSEMENT – CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SECTION I – COVERAGES****COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY****2. Exclusions**

Item 2.g. 2) is replaced with the following:

2.g. 2) a watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES**COVERAGE C. MEDICAL PAYMENTS**

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

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GECG 970 (01/11)**Page 1 of 4**

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2. is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000 or
- b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23. and 24. are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision **A.** does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization specifically designated an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy

B. PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

Condition 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written "construction contract" to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

For the purposes of this endorsement, "construction contract" means a written contract or written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease agreement, or a permit issued by a state, county, municipality or other governmental authority.

b. The following is added to paragraph b. **Excess Insurance**:

- (3) Except as specified in paragraph a., above, any other insurance in which a party who is an additional insured hereunder is designated as a Named Insured.

Regardless of the terms of any written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured.

Arthur J. Gallagher & Co.
3697 Mt. Diablo Blvd., Suite 300
Lafayette, CA 94549

Oakland Unified School District
Division of Facilities, Planning &
Management
955 High St.
Oakland CA 94601

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertonline**™

Sender: Gina Endrina

Phone: 925-299-1112

Subject:

Date: 10/10/2012

No. of Pages: 6

URL: www.ajg.com

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

AMENDMENT TO PURCHASE AND DELIVERY CONTRACT ROUTING FORM

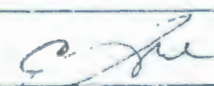
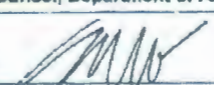
Project Information			
Project Name	La Escuelita Educational Center	Site	La Escuelita
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele				
OUSD Vendor ID #	V055975	Title	Project Manager				
Street Address	6210 Goodyear Road	City	Benicia	State	CA	Zip	94510
Telephone	925-381-8971	Policy Expires	10-24-2012				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	07047						

Term			
Date Work Will Begin	4-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$294,551.51
Pay Rate Per Hour (if hourly)	\$	If Amendment Changed Amount	\$ 8,609.44
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	1219901821	6232	\$8,609.44

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
1.	Division Head	Charles Love	Phone	510-879-8389
	Capital Program Contract & Accounting Manager		Fax	510-879-3673
	Signature			Date Approved 9-15-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature			Date Approved 9-28-12
	Associate Superintendent, Facilities Planning and Management			
3.	Signature			Date Approved
	President, Board of Education			
4.	Signature			Date Approved

Board Office Use: Legislative File Info.	
File ID Number	12-0736
Committee	Facilities
Introduction Date	4-25-2012
Enactment Number	12-1145
Enactment Date	12-11-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date April 25, 2012

Subject Purchase and Delivery Contract - MB Contract Furniture - La Escuelita Educational Complex Project

Action Requested Approval by the Board of Education of a Purchase and Delivery Contract with MB Contract Furniture for Furniture and Supplies on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$285,942.07. The term of this Agreement shall commence on April 25, 2012 and shall conclude no later than December 31, 2012.

Background The Board of Education voted to support the replacement of the existing La Escuelita Elementary School, Met West High School, and two Child Development Centers with a new multi-block complex. This contract provides material for Phase I.

Local Business Participation Percentage 17.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



OAKLAND UNIFIED
SCHOOL DISTRICT

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of a Purchase and Delivery Contract with MB Contract Furniture for Furniture and Supplies on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$285,942.07. The term of this Agreement shall commence on April 25, 2012 and shall conclude no later than December 31, 2012.

Fiscal Impact

Measure B

Attachments

- Independent Consultant Agreement including scope of work

**CONTRACT FOR PURCHASE AND DELIVERY OF FURNITURE FROM
MB CONTRACT FURNITURE
FOR A TOTAL COST NOT TO EXCEED TWO HUNDRED EIGHTY-FIVE
THOUSAND, NINE HUNDRED FORTY-TWO DOLLARS AND SEVEN CENTS
(\$285,942.07)**

THIS AGREEMENT is made as of the 17th day of April, 2012 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and MB CONTRACT FURNITURE 6210 GOODYEAR ROAD, BENICIA, CA 94510. ("VENDOR").

WHEREAS, the DISTRICT desires to engage VENDOR to provide furnishings, fixtures and equipment in support of the opening of the La Escuelita Educational Complex fall opening to DISTRICT site upon written direction from the DISTRICT, during regular business hours of the DISTRICT.

1. SCHEDULE AND TIME OF COMPLETION:

The term of Agreement shall commence on April 24, 2012 and shall terminate on December 31, 2012.

2. CONTRACT PRICE:

VENDOR agrees to perform all of the work included in Section 2 for a sum not to exceed Two hundred eighty-five thousand, nine hundred forty-two dollars and seven cents which sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and other costs and expenses incurred by VENDOR. VENDOR has submitted a price list attached hereto as Exhibit A and agrees to keep the prices constant for the term of this agreement.

3. MANNER OF PAYMENT:

Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services. VENDOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered.

Terms of Payment: 50% upon order, 25% upon delivery, 25% upon job sign off and completion.

4. USE OF SUBCONTRACTORS:

VENDOR shall not subcontract any work to be performed by it under this Agreement without the prior written approval of DISTRICT. VENDOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

5. CHANGES BY THE DISTRICT:

In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the VENDOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the VENDOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.

VENDOR shall provide to DISTRICT a written proposal to perform any changes requested by DISTRICT, which proposal shall include, the cost of the material as well as and if applicable; engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the VENDOR shall, if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the VENDOR the amount which the DISTRICT and the VENDOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the VENDOR.

In the event that VENDOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, VENDOR, shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation.

It is understood, however, that the amount of work, materials or equipment required to be furnished by the VENDOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

6. CHANGES BY THE VENDOR:

If the VENDOR, on a account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applies to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

7. DISTRICT APPROVAL OF WORK:

The DISTRICT shall have the right, but not the obligation, to direct and supervise VENDOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

8. INSPECTION OF WORK/ DEFECTIVE OR DAMAGED WORK:

DISTRICT shall inspect the materials, equipment and work provided by VENDOR within ten (10) working days of delivery and inform VENDOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the VENDOR hereunder without additional cost to the DISTRICT.

VENDOR shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. If VENDOR fails to comply promptly with any order of the DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to the VENDOR, have the authority to deduct the cost therefrom from any compensation due or to

become due to the VENDOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

9. WARRANTY:

VENDOR hereby warrants that the goods and/or services covered by this contract will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to VENDOR, for VENDOR'S breach of this warranty. Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on VENDOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at VENDOR'S risk and returned to VENDOR at VENDOR'S expense. Defects are not waived by acceptance of goods or by failure to notify VENDOR thereof.

It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of the VENDOR and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States.

10. WARRANTY OF TITLE:

VENDOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when delivered to the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

11. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

The DISTRICT may terminate the Contract at any time by giving the VENDOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to VENDOR its allowable costs incurred to date of termination and those costs deemed necessary by VENDOR to effect termination. In the event that the VENDOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may immediately terminate the Contract and shall pay the VENDOR only its allowable costs to date of the termination.

12. FAILURE TO COMPLETE CONTRACT - EFFECT:

In case of failure on the part of the VENDOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the VENDOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by reletting or otherwise, and the VENDOR and his bondsmen shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the VENDOR'S failure to complete his contract.

13. DAMAGES:

MB Contract Furniture
La Escuelita Educational Center
Project Number 07047-3

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the VENDOR or any agent or person employed by him shall be sustained by the VENDOR.

14. LIQUIDATED DAMAGES:

It is agreed by the parties to the Agreement that time is of the essence and in event of delay in the completion of the work, or the delivery of the supplies, materials or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT. Accordingly, VENDOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will suffer for reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the VENDOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

15. EFFECT OF EXTENSIONS OF TIME

Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to VENDOR or the surety on VENDOR's faithful performance bond from said guarantee.

16. PERFORMANCE BOND:

As a condition of award of this agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a performance bond in the amount of \$0 with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

17. INDEMNIFICATION:

The VENDOR shall indemnify, keep and hold harmless, the DISTRICT, its directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by the VENDOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the VENDOR or its employees; and the VENDOR shall, at its expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the DISTRICT its directors, officers, employees and/or agents in any such action, the VENDOR shall at his expense satisfy and discharge the same.

MB Contract Furniture
La Escuelita Educational Center
Project Number: 07047-3

18. INFRINGEMENT OF PATENTS:

The VENDOR agrees that he will, at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to the VENDOR prompt notice in writing of the institution of the suit or proceedings and permits the VENDOR through his counsel to defend the same and gives the VENDOR information, assistance and authority to enable the VENDOR to do so.

19. ASSIGNMENT AND DELEGATION:

The VENDOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

20. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the performance of this Agreement, the VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

21. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

VENDOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The VENDOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

22. HAZARDOUS CHEMICALS AND WASTES:

The VENDOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of VENDOR or any subcontractors during the course of performance of this Contract. The VENDOR shall immediately report any such release to the DISTRICT Project Manager. The VENDOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the DISTRICT.

23. INSURANCE

Workers' Compensation:

If VENDOR employs any person to perform work in connection with this Contract, VENDOR shall procure and maintain at all times during the performance of such work, Workers'

Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Prior to commencement of work under this Contract by any such employee, VENDOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Bodily Injury, Death and Property Damage Liability Insurance:

VENDOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering VENDOR and DISTRICT for liability arising out of the operations of VENDOR and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of VENDOR in the performance of work under this Contract. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR'S activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, VENDOR shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Self-Insurance:

VENDOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, VENDOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

24. AUDIT AND INSPECTION OF RECORDS:

During the term of this Agreement, VENDOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

25. DISTRICT REPRESENTATIVE:

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the Deputy Superintendent of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

26. NOTICES:

MB Contract Furniture
La Escuelita Educational Center
Project Number: 07047-3

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager Michael McNabb and the VENDOR'S Gary Van Husen. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:
OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Department
955 High Street
Oakland, California 94606

ATTENTION: Timothy E. White, Assistant Superintendent, Facilities Planning,
Buildings & Grounds and Custodial Services

If to the VENDOR:
MB Contract Furniture
6210 Goodyear Road
Benicia, CA 94510

ATTENTION: Jane Mele

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

27. ATTORNEYS' FEES.

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

28. APPLICABLE LAW:

This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

29. BINDING ON SUCCESSORS.

All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Title: President, Board of Education

Date: 4/25/12

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Title: Secretary, Board of Education

Date: 4/26/12

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Title: Superintendent

Date: _____

MD Contract Furniture

By: [Signature]

Title: [Signature]

Date: 4-18-12

APPROVED AS TO FORM:

By: [Signature]

Cate Boskoff, Facilities General Counsel

Date: 4.19.12

File ID Number: 12-0736
Introduction Date: 2-25-12
Enactment Number: 12-1195
Enactment Date: 4-25-12
By: [Signature]

MB Contract Furniture
La Brea Educational Center
Project Number: 07047-3



CONTRACTFURNITURE

Creating Comfortable Workplaces

6210 Goodyear Road
Benicia, CA 94510
www.mbcf.com

800-395-9004 toll free
707-751-5810 main
707-751-2419 fax

		1A		1B		1C				Discount off retail price	Oakland Supplier	Oakland Dollars Spent
Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line				
C-1	Kindergarden Chair	Smith Systems	11846	99	\$ 33.89	\$ 3,355.00	\$ 293.56	\$ 3,648.56	64%			
C-2	1,2 Grade chair	Smith Systems	11847	195	\$ 35.89	\$ 6,998.33	\$ 612.35	\$ 7,610.69	64%			
C-3	3,4 Grade chair	Smith Systems	11848	180	\$ 37.22	\$ 6,700.00	\$ 586.25	\$ 7,286.25	65%			
C-4	5 Grade chair	Smith Systems	11849	89	\$ 38.56	\$ 3,431.44	\$ 300.25	\$ 3,731.70	65%			
C-5	SDC classromm chair	Smith Systems	11847	9	\$ 35.89	\$ 323.00	\$ 28.26	\$ 351.26	64%			
C-5	SDC classromm chair	Smith Systems	11848	10	\$ 37.22	\$ 372.22	\$ 32.57	\$ 404.79	65%			
C-5	SDC classromm chair	Smith Systems	11849	10	\$ 38.56	\$ 385.56	\$ 33.74	\$ 419.29	65%			
C-6	Computer lab chair	Smith Systems	11840	76	\$ 102.28	\$ 7,773.11	\$ 680.15	\$ 8,453.26	61%			
C-7	Teacher chair	Smith Systems	XL035F_P	36	\$ 172.92	\$ 6,225.20	\$ 544.71	\$ 6,769.91	58%			
C-8	Task chair	Smith Systems	XL035F_P_LR	35	\$ 230.42	\$ 8,064.78	\$ 705.67	\$ 8,770.45	58%			
C-9	Adult stacker	Smith Systems	509	50	\$ 46.67	\$ 2,333.33	\$ 204.17	\$ 2,537.50	61%			
C-10	Conference chair	Hon	H2403	22	\$ 181.33	\$ 3,989.33	\$ 349.07	\$ 4,338.40	56%			
C-11	Lounge chair	Hon	HDAC01	4	\$ 543.11	\$ 2,172.44	\$ 190.09	\$ 2,362.53	56%			
C-12	Folding chair	Alera	ALE-FC94LG	672	\$ 15.66	\$ 10,520.53	\$ 920.55	\$ 11,441.08	NA			
C-13	Hanging chair caddy	Safco	4199	8	\$ 292.00	\$ 2,336.00	\$ 204.40	\$ 2,540.40	50%			
C-14	Sofa 2 seat	Hon	HDAL02	1	\$ 797.33	\$ 797.33	\$ 69.77	\$ 867.10	56%			
D-1	Kinder/table desk	Smith Systems	1287	39	\$ 121.33	\$ 4,732.00	\$ 414.05	\$ 5,146.05	56%			
D-1	Kinder/table desk	Smith Systems	17190	78	\$ 23.72	\$ 1,850.33	\$ 161.90	\$ 2,012.24	NA			
D-2	1 - 5 Table desk	Smith Systems	1288	150	\$ 133.00	\$ 19,950.00	\$ 1,745.63	\$ 21,695.63	NA			
D-2	1 - 5 Table desk	Smith Systems	17190	300	\$ 23.72	\$ 7,116.67	\$ 622.71	\$ 7,739.38	NA			
D-3	SDC Table desk	Smith Systems	1288	11	\$ 133.00	\$ 1,463.00	\$ 128.01	\$ 1,591.01	71%			
D-3	SDC Table desk	Smith Systems	17190	22	\$ 23.72	\$ 521.89	\$ 45.67	\$ 567.55	NA			

Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line	Discount off retail price	Oakland Supplier	Oakland Dollars Spent
D-4	Computer table	Smith Systems	24720	34	\$ 243.83	\$ 8,290.33	\$ 725.40	\$ 9,015.74	61%		
D-5	Teachers desk	Smith Systems	26453, 19173, 17342	16	\$ 529.78	\$ 8,476.44	\$ 741.69	\$ 9,218.13	56%		
D-6	Admin desk/return	Woodtech		4	\$ 2,537.22	\$ 10,148.89	\$ 888.03	\$ 11,036.92	44%	Yes	\$ 10,148.89
D-7	Admin systems (1 lot of 20)	Maxon		1	\$ 21,670.24	\$ 21,670.24	\$ 1,896.15	\$ 23,566.39	76%		
T-1	Multi purpose table	Smith Systems	25520	10	\$ 201.44	\$ 2,014.44	\$ 176.26	\$ 2,190.71	61%		
T-2	Conference table	Woodtech		1	\$ 1,775.56	\$ 1,775.56	\$ 155.36	\$ 1,930.92	44%	Yes	\$ 1,775.56
T-3	Conference table	Woodtech		3	\$ 948.89	\$ 2,846.67	\$ 249.08	\$ 3,095.75	44%	Yes	\$ 2,846.67
T-4	End table	Woodtech		4	\$ 576.67	\$ 2,306.67	\$ 201.83	\$ 2,508.50	44%	Yes	\$ 2,306.67
T-5	Kidney table	Smith Systems	25665	13	\$ 323.17	\$ 4,201.17	\$ 367.60	\$ 4,568.77	61%		
T-6	Crescent table	Smith Systems	25650L	6	\$ 236.83	\$ 1,421.00	\$ 124.34	\$ 1,545.34	61%		
T-7	Crescent table	Smith Systems	25650	2	\$ 236.83	\$ 473.67	\$ 41.45	\$ 515.11	61%		
T-8	Trapezoid library table	Smith Systems	25600L	7	\$ 196.78	\$ 1,377.44	\$ 120.53	\$ 1,497.97	61%		
T-9	Trapezoid library table	Smith Systems	25600	7	\$ 196.78	\$ 1,377.44	\$ 120.53	\$ 1,497.97	61%		
T-10	Multi-purpose table	Smith Systems	25570	5	\$ 238.00	\$ 1,190.00	\$ 104.13	\$ 1,294.13	61%		
S-1	Bookshelf	Aurora		139	\$ 84.58	\$ 11,756.24	\$ 1,028.67	\$ 12,784.91	55%		
S-2	Storage Shelving	Aurora		33	\$ 125.26	\$ 4,133.55	\$ 361.69	\$ 4,495.24	55%		
S-3	Storage Shelving	Aurora		4	\$ 133.45	\$ 533.82	\$ 46.71	\$ 580.53	55%		
S-4	Storage Shelving	Aurora		6	\$ 189.85	\$ 1,139.10	\$ 99.67	\$ 1,238.77	55%		
S-5	Storage Shelving	Aurora		21	\$ 185.08	\$ 3,886.72	\$ 340.09	\$ 4,226.81	55%		
S-6	Storage cabinet	Aurora		2	\$ 395.59	\$ 791.18	\$ 69.23	\$ 860.41	55%		
S-7	Storage cubbies	Aurora		5	\$ 191.36	\$ 956.80	\$ 83.72	\$ 1,040.52	55%		
S-8	Storage cabinet	Aurora		1	\$ 222.23	\$ 222.23	\$ 19.44	\$ 241.67	55%		
F-1	Lateral file cabinet	Friant		5	\$ 385.11	\$ 1,925.56	\$ 168.49	\$ 2,094.04	78%	Yes	\$ 1,925.56
F-2	Lateral file cabinet	Friant		32	\$ 278.44	\$ 8,910.22	\$ 779.64	\$ 9,689.87	78%	Yes	\$ 8,910.22
F-3	Mobile pedestal	Friant		4	\$ 153.11	\$ 612.44	\$ 53.59	\$ 666.03	78%	Yes	\$ 612.44
F-4	Mobile pedestal	Friant		1	\$ 153.11	\$ 153.11	\$ 13.40	\$ 166.51	78%	Yes	\$ 153.11
B-1	Twin bed frame	Sealy or Simmons		1	\$ 386.67	\$ 386.67	\$ 33.83	\$ 420.50	NA		

Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line	Discount off retail price	Oakland Supplier	Oakland Dollars Spent
M-1	Shatterproof wall mirror	Woodtech/The Glass Man		2	\$ 283.33	\$ 566.67	\$ 49.58	\$ 616.25	44%	Yes	\$ 566.67
PS-1	Privacy screen	Screenflex	CFSL503	1	\$ 535.00	\$ 535.00	\$ 46.81	\$ 581.81	50%		
R-1	Refrigerator	GE		1	\$ 1,111.10	\$ 1,111.10	\$ 97.22	\$ 1,208.32	NA		
MO-1	Microwave	Sharp		1	\$ 166.66	\$ 166.66	\$ 14.58	\$ 181.24	NA		
BT-1	Library book truck	Smith Systems	21051	2	\$ 197.33	\$ 394.67	\$ 34.53	\$ 429.20	56%		
LC-1	Library reference carrel	Smith Systems	26682	2	\$ 284.00	\$ 568.00	\$ 49.70	\$ 617.70	56%		
TB-1	Tackboard	Claridge	858F	2	\$ 149.33	\$ 298.67	\$ 26.13	\$ 324.80	56%		
RC-1	Recycling container	Rubbermaid	RCP354075BE	30	\$ 41.33	\$ 1,240.00	\$ 108.50	\$ 1,348.50	NA		
TC-1	Trash container	Rubbermaid	RCP354000GY	30	\$ 41.33	\$ 1,240.00	\$ 108.50	\$ 1,348.50	NA		
TC-2	Trash container	Rubbermaid	RCP295600GY	8	\$ 6.78	\$ 54.22	\$ 4.74	\$ 58.97	NA		
					\$ -	\$ -	\$ -	\$ -			
					\$ -	\$ -	\$ -	\$ -			
1D	Freight			1	\$ 14,592.28	\$ 14,592.28	\$ 1,276.82	\$ 15,869.10			
1D	Delivery & Installation			1	\$ 32,629.44	\$ 32,629.44	\$ 2,855.08	\$ 35,484.52		Yes	\$ 32,629.44
1E	Project Management			1	\$ 5,600.00	\$ 5,600.00	\$ -	\$ 5,600.00			
							\$ -	\$ -			
1G	Total			1		\$ 263,385.81	\$ 22,556.26	\$ 285,942.07			\$ 61,875.22
	Oakland Supplier Percentage					\$ 28,246.97					23%
1F	Warehousing per day after 45 days				\$200.00/day						